

From: [Rosario, Jorge E \(22560\) CIV USN NIWC PACIFIC CA \(USA\)](#)
To: [Neysa Spence](#)
Cc: [Conrad, Ryan S \(22560\) CIV USN NIWC PACIFIC CA \(USA\)](#)
Subject: Model Contract: N6600122C0065
Date: Friday, September 16, 2022 9:41:54 AM
Attachments: [image001.png](#)
(b)3
Importance: High

Good morning Neysa,

Please find attached the draft model contract for your review. Please note the following:

1. The prices noted on pp. 3-5 are a reflective of Hawkeye360's proposal and are not to be interpreted as Government acceptance. The price evaluation by Ryan Conrad is on-going. Price agreement will be codified at execution.
2. Following my review of the SOW, Requirements List, and (b)3 many redundancies were noted. Accordingly, working with the Technical Lead, we combined aspects of the SOW w/ the Requirements List, as reflected beginning on pg. 5. We believe that this is accurately reflects the agreed upon scope, but would highly encourage you review carefully to ensure everything is covered from HE360's perspective. The Technical Lead and I are available at your convenience to discuss if you have any questions or concerns.
3. The (b)3 as cited in the revised SOW, is now an attachment to the contract (see pg. 35), and provided in the attached.
4. Clauses between pp. 11 – 35 are standard commercial clauses required for all federal commercial contracts. Please note that if a clause does not reflect the requirement (e.g., DFARS 252.247-7023 where HE360 is not shipping anything on ships), it should be considered self-deleting for purposes of performance.
5. Provisions are provided starting on pg. 35. If the provision is provided by full text, it is either required to be provided by full text by federal regulations or, more likely, requires that HE360 fill out the provision and submit to the Government. In a couple instances, HE360 has already provided some of the completed provisions, and we don't require resubmission. (I've highlighted those in grey and added a comment that the Government is in receipt of the completed provisions.)
6. Your immediate attention is direct to provision "PRE-AWARD IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON TECHNICAL DATA PERTAINING TO A COMMERCIAL ITEM AND COMMERCIAL COMPUTER SOFTWARE" beginning on pg. 57. If, in filling out the requisite provision, HE360 intends to provide commercial technical data and commercial computer software with less than *Unlimited Rights* (as expected), please note Para 2.C. shall be followed. The provisioning of any commercial license(s) will require legal review, so we would request that you submit that ASAP.

Please note that, for purposes of expediency, your review of the draft contract is being conducted in parallel with our legal team here at NIWC Pacific. I don't expect much changes, if any, but will advise if any arise. For your convenience, a tracked changes version will be provided.

I'm available at your convenience to discuss.

V/R

Jorge E. Rosario | Contracting Officer

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